MA-080-10013061 Agreement D09-122

County of Orange, OC Public Works MWH Americas, Inc.

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among MWH Americas, Inc., with an address of 618 Michillinda Ave Suite, 200, Arcadia, CA 91007 ("Assignor"), Stantec Consulting Services, Inc., with an address of 61 Commercial St, Rochester, NY 14614 ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 300 North Flower Street, Santa Ana, California ("County"). Assignor, Assignee, and County are sometimes referred to herein as "Party" or "Parties."

WHEREAS, Assignor and County entered into a Agreement D09-122, effective February 9, 2010 (the "Agreement"), pursuant to which Assignor provided Construction Management Support Services for the SARI Line on behalf of the County (the "Services");

WHEREAS, Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Agreement to Assignee; and,

WHEREAS, Assignee wishes to acquire the Agreement and to continue to provide such Services to County in accordance with the terms and conditions of the Agreement; and,

WHEREAS, County is willing to release Assignor from the obligations under the Agreement and to consent to Assignee assuming such obligations under the Agreement; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Agreement;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

- 1. Assignor does hereby assign, transfer, and convey to the Assignee as of the date this Agreement is fully executed by all Parties (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Agreement.
- 2. Assignee hereby accepts such assignment of the Agreement as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Agreement from and after the Effective Date.
- 3. County further consents to the substitution of and assignment of the Agreement to Assignee in place and instead of Assignor from and after the Effective Date.
- 4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties arising from performance of Assignee's duties under the Agreement that occur on or after the Effective Date.
- 5. Notwithstanding Paragraph 3 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Agreement from and after the Effective Date.
- 6. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other

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costs of defense and damages, resulting from and related to the Agreement from and after the Effective Date.

- 7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Agreement and subject to the terms of the Agreement prior to the Effective Date.
- 8. This Agreement constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the Party sought to be charged thereby.
- 9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

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IN WITNESS WHEREOF, the Parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each Party has full power and authority to enter into and perform this assignment, novation and consent, and the person signing this assignment, novation and consent on behalf of each has been properly authorized and empowered to enter into this assignment, novation and consent.

MWH A	MERICAS, INC.* DocuSigned by:		DocuSigned by:
By:	habled	By:	Gina Maloney
Name: _	Marshall Davert	Name:	Gina Maloney
Title:	Senior Vice President	Title:	Assistant Secretary
_	Corporate Officer		Corporate Officer
Date: _	8/17/2018	_ Date: _	8/20/2018
STANT	EC CONSULTING SERVICES, INC	*	
By:	Docusigned by: michael highli	_	
Name: _	AE8FDEAB710C464 m1 chae i h1 guch1		
Title: _	Principal		
	Corporate Officer		
Date: _	8/17/2018	_	
President or Assistant Tro offices in each having the in provision. In	racting party is a corporation, (2) two signatures ar any Vice President; and one (1) signature by the Secreasurer. The signature of one person alone is sufficent of the two categories described above. For Count andividual sign the instrument twice, each time indicate the alternative, a single corporate signature is acceptability of the signator to bind the corporation.	retary, any Assistant S cient to bind a corpora y purposes, proof of s cating his or her offic	ecretary, the Chief Financial Officer or any ation, as long as he or she holds corporate uch dual office holding will be satisfied by e that qualifies under the above described
		COUNTY OF	ORANGE
			division of the State of California
		Ву:	
		Print Name:	
		Title:	
Office of t	ED AS TO FORM he County Counsel ounty, California — Docusigned by: Justin Graham — 387688FE3BD64E0		